

REMARKS**Claims 1, 13-15, and 19-21 are Allowable**

The Office has rejected claims 1, 13-15, and 19-21 under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 7, 069,328 ("*Bell*") in view of U.S. Patent No. 7,006,559 ("*Mardinian*"). Applicants respectfully traverse the rejections.

None of the cited references, including *Bell* and *Mardinian*, disclose or suggest the specific combination of claim 1. For example, the Office admits that *Bell* does not disclose "detecting a presence of a powered-on network capable device that is connected to a DSL modem on a local network" as recited in claim 1. Further, *Mardinian* does not disclose this element of claim 1. Instead, *Mardinian* discloses a modem that provides both DSL and analog signal connection capability with a single jack. See *Mardintan*, column 2, lines 38-40. In use, the modem of *Mardinian* can be configured to enter DSL mode at power up. See *Mardintan*, column 3, lines 57-59. *Mardinian* does not disclose detecting the presence of a powered-on network capable device that is connected to a DSL modem on a local network as recited in claim 1. Therefore, *Bell* and *Mardinian*, separately or in combination, do not disclose or suggest each and every element of claim 1. Hence, claim 1 is allowable.

None of the cited references, including *Bell* and *Mardinian*, disclose or suggest the specific combination of claim 13. For example, the Office admits that *Bell* does not disclose "a digital subscriber line (DSL) router including detection logic to detect the presence of a powered-on network capable device that is connected to the DSL router via a local network" as recited in claim 13. Further, *Mardinian* does not disclose this element of claim 13. Instead, *Mardinian* discloses a modem that provides both DSL and analog signal connection capability with a single jack. See *Mardinian*, column 2, lines 38-40. In use, the modem can be configured to enter DSL mode at power up. See *Mardinian*, column 3, lines 57-59. *Mardinian* does not disclose detection logic to detect the presence of a powered-on network capable device that is connected to a DSL modem on a local network, as recited in claim 13. Therefore, *Bell* and *Mardinian*, separately or in combination, do not disclose or suggest each and every element of claim 13. Hence, claim 13 is allowable.

Claims 14 and 15 depends from claim 13, which Applicants have shown to be allowable. Hence, *Bell* and *Mardinian* fail to disclose at least one element of claims 14 and 15. Accordingly, claims 14 and 15 are also allowable, at least by virtue of their dependence from claim 13.

Further, the dependent claims recite additional features not disclosed by the cited references. For example, *Bell* does not disclose that a digital subscriber line router terminates the network connection to the remote network over the DSL line after detecting an absence of any network capable devices connected to the DSL router via the local network, as recited in claim 14. In contrast to claim 14, *Bell* discloses that after a data transfer has been completed, a master PC may release or terminate a virtual channel VC_x, but *Bell* does not disclose terminating the network connection to the remote network. See *Bell*, col. 16, lines 65-67. Further, *Mardinian* does not disclose this element of claim 14. For this additional reason, claim 14 is allowable.

None of the cited references, including *Bell* and *Mardinian*, disclose or suggest the specific combination of claim 19. For example, the Office admits that *Bell* does not disclose "a network capable device detection module, wherein the network capable device detection module is configured to determine whether a powered on network capable device is connected to the DSL router on a local network", as recited in claim 19. Further, *Mardinian* does not disclose this element of claim 19. In contrast to claim 19, *Mardinian* discloses a modem that provides both DSL and analog signal connection capability with a single jack. See *Mardinian*, column 2, lines 38-40. In use, the modem can be configured to enter DSL mode at power up. See *Mardinian*, column 3, lines 57-59. *Mardinian* does not disclose a detection module configured to determine whether a powered on network capable device is connected to the DSL router on a local network as recited in claim 19. Therefore, *Bell* and *Mardinian*, separately or in combination, do not disclose or suggest each and every element of claim 19. Hence, claim 19 is allowable.

Claims 20 and 21 depend from claim 19, which Applicants have shown to be allowable. Hence, *Bell* and *Mardinian* fail to disclose at least one element of claims 20 and 21. Accordingly, claims 20 and 21 are also allowable, at least by virtue of their dependence from claim 19.

Further, the dependent claims recite additional features not disclosed by the cited references. For example, *Bell* does not disclose that the network capable device detection module is further configured to detect an absence of a network capable device connected to the DSL router on the local network, as recited in claim 20, or that the DSL modem is further configured to terminate a connection to the remote network when no network capable device is connected to the DSL router on the local network, as recited in claim 21. Instead, *Bell* discloses that, when requested data has been sent, a master PC may terminate a virtual channel VC_x. Further, *Mardinian* does not disclose these elements of claims 20 and 21. Instead, *Mardinian* discloses a modem that provides DSL and analog signal connections capability with a single jack. See *Mardinian*, column 2, lines 38-40. For this additional reason, claims 20 and 21 are allowable.

Claims 17 and 18 are Allowable

The Office has rejected claims 17 and 18, at paragraph 5 of the Office Action, under 35 U.S.C. §103(a), as being unpatentable over *Bell* in view of U.S. Patent Publication No. 2003/0174714 ("*Manik*"). Applicants respectfully traverse the rejections.

None of the cited references, including *Bell* and *Manik*, disclose or suggest the specific combination of claim 17. For example, *Manik* does not disclose a digital subscriber line (DSL) router including lease assignment logic to dynamically assign a lease to a network capable device to permit subsequent connection to a remote network, as disclosed in claim 17. Instead, *Manik* discloses that a DHCP server may be enabled with a known set of local IP and gateway addresses, and that an end user device may be leased one of these local IP addresses upon request. See *Manik*, paragraph 0026. Further, the Office admits that *Bell* does not disclose this element of claim 17. Therefore, *Bell* and *Manik*, separately or in combination, do not disclose or suggest each and every element of claim 17. Hence, claim 17 is allowable.

Claim 18 depends from claim 17, which Applicants have shown to be allowable. Hence, *Bell* and *Manik* fail to disclose at least one element of claim 18. Accordingly, claim 18 is also allowable, at least by virtue of its dependence from claim 17.

Further, the dependent claims recite additional features not disclosed by the cited references. For example, *Bell* does not disclose that the digital subscriber line (DSL) router determines that the dynamically assigned lease has expired and terminates the network connection over the digital subscriber line after detecting that the lease has expired, as recited in claim 18. Instead, *Bell* discloses that, when requested data has been sent, a master PC may terminate a virtual channel VC_x. Further, *Manik* does not disclose this element of claim 18. In contrast to claim 18, *Manik* discloses that a local IP address may be leased from a DHCP server for a given time period. See *Manik*, paragraph 0026. For this additional reason, claim 18 is allowable.

Claims 2-4, 16, and 22 are Allowable

The Office has rejected claims 2-4, 16, and 22 under 35 U.S.C. §103(a), as being unpatentable over *Bell* in view of *Mardinian*, and further in view of *Manik*. Applicants respectfully traverse the rejections.

As explained above, *Bell* and *Mardinian* do not disclose each of the elements of claim 1. *Manik* does not disclose the elements of claim 1 not disclosed by *Bell* and *Mardinian*. For example, *Manik* does not disclose detecting a presence of a powered-on network capable device that is connected to a DSL modem on a local network, as recited in claim 1. Instead, *Manik* discloses establishment of a PPP-based link between a CPE device and an access concentrator connected to a Wide Area Network, in which the CPE may assign a global IP address to an end user device. See *Manik*, Abstract. Therefore, *Bell*, *Mardinian*, and *Manik*, separately or in combination, do not disclose each of the elements of claim 1, or of claims 2-4, which depend from claim 1. Hence, claims 2-4 are allowable.

Further, *Manik* does not disclose terminating the network connection over the DSL line after detecting that the lease has expired, as recited in claim 4. In contrast to claim 4, *Manik* discloses that an end user device may be leased a local IP address from a DHCP server upon request, for a given time period, and that at the end of the lease period for the initial IP address, the DHCP server can assign an access-concentrator supplied IP address to the end user device. See *Manik*, paragraphs 0026 and 0028. Further, *Bell* and *Mardinian* do not disclose this element of claim 4. For this additional reason, claim 4 is allowable.

As explained above, *Bell* and *Mardinian* do not disclose each of the elements of claim 13. *Manik* does not disclose the elements of claim 13 not disclosed by *Bell* and *Mardinian*. For example, *Manik* does not disclose a digital subscriber line (DSL) router including detection logic to detect the presence of a powered-on network capable device that is connected to the DSL router via a local network, as recited in claim 13. Instead, *Manik* discloses establishment of a PPP-based link between a CPE device and an access concentrator connected to a Wide Area Network, in which the CPE may assign a global IP address to an end user device. *See Manik*, Abstract. Therefore, *Bell*, *Mardinian*, and *Manik*, separately or in combination, do not disclose each of the elements of claim 13, or of claim 16, which depends from claim 13. Therefore, claim 16 is allowable.

As explained above, *Bell* and *Mardinian* do not disclose each of the elements of claim 19. *Manik* does not disclose the elements of claim 19 not disclosed by *Bell* and *Mardinian*. For example, *Manik* does not disclose a network capable device detection module configured to determine whether a powered on network capable device is connected to the DSL router on a local network, as recited in claim 19. Instead, *Manik* discloses establishment of a PPP-based link between a CPE device and an access concentrator connected to a Wide Area Network, in which the CPE may assign a global IP address to an end user device. *See Manik*, Abstract. Therefore, *Bell*, *Mardinian*, and *Manik*, separately or in combination, do not disclose each of the elements of claim 19, or of claim 22, which depends from claim 19.

Further, *Manik* does not disclose a DSL router that includes a DSL modem configured to terminate a connection to a remote network after an assigned dynamic lease has expired, as recited in claim 22. In contrast to claim 22, *Manik* discloses that an end user device may be leased a local IP address from a DHCP server upon request, for a given time period, and that at the end of the lease period for the initial IP address, the DHCP server can assign an access-concentrator supplied IP address to the end user device. *See Manik*, paragraphs 0026 and 0028. Further, *Bell* and *Mardinian* do not disclose this element of claim 22. For this additional reason, claim 22 is allowable.

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CONCLUSION

Applicants have pointed out specific features of the claims not disclosed, suggested, or rendered obvious by the references applied in the Office Action. Accordingly, Applicants respectfully request reconsideration and withdrawal of each of the objections and rejections, as well as an indication of the allowability of each of the pending claims.


Any changes to the claims in this response, which have not been specifically noted to overcome a rejection based upon the prior art, should be considered to have been made for a purpose unrelated to patentability, and no estoppel should be deemed to attach thereto.

The Examiner is invited to contact the undersigned attorney at the telephone number listed below if such a call would in any way facilitate allowance of this application.

The Commissioner is hereby authorized to charge any fees, which may be required, or credit any overpayment, to Deposit Account Number 50-2469.

Respectfully submitted,

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